INDEPENDENT CONTRACTOR AGREEMENT

This Agreement entered into this 16th day of November, 2026, by and between Board of Education of Harlem Consolidated School District No. 122, Winnebago County, Illinois ("District") and Jannice Bubnack ("Title I Tutor").

WITNESSETH

WHEREAS, the Title I Tutor desires to provide tutoring to Rockford Lutheran School students (grades K through 5), the District hereby contracts with the Title I Tutor under the following terms and conditions:

1. *Term:* The term of this Agreement shall be for a period beginning November 17, 2026, through May 27, 2027.

2. *Services:* The Title I Tutor shall provide tutoring services to the students of Rockford Lutheran School (grades K through 5) in accordance with the schedule agreed to between the Title I Tutor and the District.

3. *Compensation:* For services rendered hereunder by the Title I Tutor, the District shall pay to the Title I Tutor the sum of $30.00 per hour, up to $6932.00.

4. *Withholdings from Compensation*: The Title I Tutor will assume sole and exclusive responsibility for any and all mandatory withholdings from his/her compensation and contributions including but not limited to federal, State, and local income taxes, Social Security taxes, disability insurance, workers' compensation, and unemployment insurance.

5. *Payment for Services:* The District shall pay the Title I Tutor only after (a) completion of services by the Title I Tutor, (b) the District's receipt of an itemized invoice reflecting the date(s) of service so long as received at least 14 days prior to a scheduled Board meeting, and approved by the Board of Education.

6. *Certifications and Licensure:* The Title I Tutor shall at all times during the term of this Agreement hold the required certification and licensure to perform his/her duties and responsibilities called for herein. The Title I Tutor shall at all times when providing services under this Agreement conform to the standards of practice and codes of ethics set forth by the professional associations.

7. *Criminal Background Check:* In accordance with Section 5/10-21.9 of the *School Code of Illinois*, the Title I Tutor will provide, at his/her own expense, a fingerprint-based criminal background check to the District prior to the initiation of services under this Agreement. If the District obtains the criminal background check, the Title I Tutor shall reimburse the District therefore.

8. *Independent Contractors*: The parties hereto specify and intend that the relationship of each to the other is that of an independent contractor, and that the Title I Tutor shall at no time be considered an employee of the District for any reason, unless the parties shall otherwise agree in writing. The District shall treat the Title I Tutor as an independent contractor regardless of whether the Title I Tutor provides the District proof of filing a Form SS-8, *Determination of Worker Status for Purposes of Federal Employment Taxes and Income Tax Withholding,* with the Internal Revenue Service. The Title I Tutor shall not be entitled to any of the rights and privileges established for the employees of the District, including but not limited to: vacations and vacation pay, sick leave with pay, paid holidays, life, accident or health insurance, participation in retirement programs provided by the State of Illinois or the District, or severance pay upon termination of this Agreement.

9. *School Student Records:* All of the school student records maintained by the District that are used by the Title I Tutor in connection with the provision of services under this Agreement shall be and remain the property of the District. The Title I Tutor shall adhere to the provisions of the *Family Educational Rights and Privacy Act*, the *Illinois School Student Records Act*, the *Illinois Mental Health and Development Disabilities Confidentiality Act*, and the *Health Insurance Portability and Accountability Act of 1996*, and their respective regulations, regarding student records and the information contained therein as to all students to whom the Title I Tutor provides services under this Agreement.

10. *District Policies*: The Title I Tutor shall, at all times when providing services under this Agreement, conform to the applicable policies, practices, procedures and rules set forth by the District. The District retains the right to repeal, change or modify any policies or regulations which it has adopted or may hereafter adopt, subject however, to restrictions contained in the *School Code of Illinois* and other applicable law.

11. *Compliance with Laws:* The Title I Tutor shall at all times during this Agreement comply with any and all applicable federal, State and local laws.

12. *Indemnification*: To the fullest extent permitted by law each party will indemnify, defend and hold harmless the other against any and all manner of vicarious liabilities, claims, demands, expenses, damages, losses, judgments, costs, or causes of actions (including reasonable attorney's fees), which may be sustained or suffered by the other party, its employees, officers, directors, and agents, by reason of, based upon, relating to, or arising out of, or performance of any act or negligence of such party, or such party's employees, officers, directors, or agents during the performance of this Agreement. Notwithstanding anything to the contrary, a party's obligations with respect to indemnification for acts described in this Section shall not apply to the extent that such application would

nullify any existing insurance coverage of such party or as to that portion of any claim of loss in which the insurer is obligated to defend or satisfy.

13. *Governing Law*: This Agreement shall be governed by, interpreted and enforced solely in accordance with the laws of the State of Illinois; provided, however, that the conflicts of law principles of the State of Illinois shall not apply to the extent they would operate to apply the laws of another state. Each of the parties agrees that jurisdiction and venue for any litigation arising in connection herewith shall be exclusively in Winnebago County, Illinois or in the United States District Court for the Northern District of Illinois. Each of the parties agrees not to institute any litigation in any other jurisdiction or venue in connection with any dispute herewith.

14. *Supervisor Reporting:* The Title I Tutor shall report to Harlem SD 122 administrator Rebecca Logan as required by law, regulations and rules with respect to the testing and progress.

15. *Miscellaneous*:

A. This Agreement contains the entire understanding between the parties and supersedes all prior and contemporaneous agreements, oral or written, between the parties related to the subject matter contained herein and may not be amended, modified or waived, in any respect whatsoever, except by written agreement signed by the parties.

B. This Agreement may be executed in one or more counterparts, each of which shall be considered an original, and all of which taken together shall be considered one and the same instrument.

C. All representations and warranties made by each party in this Agreement, and all covenants and obligations of each party which are to be performed after the termination of this Agreement, shall survive the termination of this Agreement.

D. This Agreement shall be binding upon and inure to the benefit of the Title I Tutor, his/her successors and assigns, and shall be binding upon, and inure to the benefit of the District, its successors and assigns.

E. Both parties have had the opportunity to seek the advice of counsel with respect to the terms of this Agreement.

F. If any section, provision, paragraph, phrase, clause or word contained herein is held to be void, invalid or contrary to law by a court of competent jurisdiction, it shall be deemed removed herefrom, and the

remainder of this Agreement shall continue to have its intended full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names and, in the case of the District by the President and Secretary of its Board of Education, on the day and year written below.

Board of Education of Harlem Consolidated School District No. 122 Winnebago County, Illinois

Jannice Bubnack, "Title I Tutor"

Jannice Bubnack

Signature

President, Board of Education

Attest:

Date: October 13, 2026

Secretary, Board of Education

Or, if under $2,500:

Chief School Business Official

Date: _____